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07-CV-00506-CMP

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

Zango, Inc., f/k/a 180solutions, Inc., a Washington corporation, a/k/a MetricsDirect,

Plaintiff,

v.

Internet Brands, Inc., a Delaware Corporation d/b/a Cars Direct,

Defendant.

No. CV7 506L

COMPLAINT FOR MONIES DUE

COMES NOW plaintiff Zango, Inc., f/k/a 180solutions, Inc. (a/k/a MetricsDirect) ("Zango"), by and through its attorneys, Harris & Moure, pllc, and for claims against defendant Internet Brands, Inc., alleges as follows:

I. PARTIES

1. Plaintiff Zango is a Washington corporation with its principal place of business at 3600 136th Place SE, Bellevue, Washington.

2. Defendant Internet Brands, Inc. is a Delaware corporation with its principal place of business in El Segundo, California. Internet Brands, Inc. operates and/or is affiliated with a web site called Cars Direct, which is located on the Internet at www.carsdirect.com.

ORIGINAL

Harris & Moure
A Professional Limited Liability Corporation
720 Olive Way, Suite 1000
Seattle, WA 98101
Phone: (206) 224-5657
Fax: (206) 224-5659

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II. JURISDICTION AND VENUE

3. The amount in controversy in this case, exclusive of interest and costs, exceeds seventy five thousand dollars ($75,000) and this Court has diversity jurisdiction pursuant to 28 U.S.C. § 1332(a)(2).

4. This Court is the proper venue for this case pursuant to 28 U.S.C. § 1391(a)(2) because the contract/settlement agreement on which Zango is suing was entered into in this district and because a substantial part of the events and omissions giving rise to Zango's claims against Internet Brands, Inc. occurred in this district.

5. This Court has personal jurisdiction over defendant Internet Brands, Inc. because defendant contractually consented to the jurisdiction of this Court. This Court also has personal jurisdiction over defendant Internet Brands, Inc. under the minimum contacts test of *International Shoe Co. v. Washington,* 326 U.S. 310 (1945), because Internet Brands, Inc. had, and still has, sufficient dealings with this district to make it reasonable to require it to defend against a lawsuit here. Internet Brands, Inc.'s activities in this district have been and continue to be continuous and systematic and the claims set forth in this complaint are related to those activities and Internet Brands, Inc. presumably sells its services into Washington to Washington residents.

III. FACTUAL BACKGROUND

6. Plaintiff Zango is one of the leading providers of Internet search marketing solutions. Specifically, Zango sells Internet advertising that is linked to individualized searching.

7. Defendant Internet Brands, Inc. operates and/or is affiliated with a web site called www.carsdirect.com.

8. In or around April of 2004, Internet Brands, Inc. d/b/a Cars Direct contracted in writing with Zango for Zango to provide Internet Brands, Inc. with Internet advertising. A true and

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correct copy of this April 14, 2004 advertising contract (also referred to as an "Insertion Order") between defendant Internet Brands, Inc. and plaintiff is attached hereto as Exhibit A.

9. Subsequently, in and around March 2006, Internet Brands, Inc. d/b/a Cars Direct entered into a slightly revised advertising contract with Zango. A true and correct copy of this May 31, 2006 advertising contract is attached hereto as Exhibit B.

10. The advertising contracts between Internet Brands, Inc. and Zango explicitly state that Internet Brands, Inc. is subject to Zango's General Terms.

11. The General Terms, to which Internet Brands, Inc. agreed to be bound, provide that Internet Brands, Inc. "agree[s] to submit to the exclusive jurisdiction of the state and federal courts located in Seattle, Washington."

12. The General Terms also provide that if there is "any failure by you [Internet Brands, Inc.] to make payment, you [Internet Brands, Inc.] will be responsible for all reasonable expenses (including attorneys fees) incurred by Metrics Direct [Zango] in collecting such amounts." A true and correct copy of the General Terms that applied to the advertising contract between defendant Internet Brands, Inc. and plaintiff is attached hereto as Exhibit C.

13. Under the advertising contracts Internet Brands, Inc. signed with Zango, Internet Brands, Inc. was to pay Zango a certain amount for each time its Internet advertisements and/or Internet Brands, Inc.'s web sites and/or Internet Brands, Inc.'s customers' web sites were viewed by general visitors and a higher amount per viewing by targeted visitors.

14. Zango fully complied with its contracts with Internet Brands, Inc. by, among other things, providing Internet Brands, Inc. with targeted Internet traffic as agreed to under the contracts.

15. Zango provided to Internet Brands, Inc. the Internet advertising contemplated by the advertising contracts and invoiced Internet Brands, Inc. for this.

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16. Defendant Internet Brands, Inc. breached its contract with Zango by failing to pay $419,827.26 for the Internet advertising it ordered and received from Zango. A copy of Zango's invoices is attached hereto as Exhibit D.

17. Defendant Internet Brands, Inc. owes Zango at least $419,827.26 in breach of contract damages.

IV. CAUSES OF ACTION

First Cause of Action: Breach of Contract/Claim For Money Due

18. Plaintiff realleges and incorporates paragraphs 1-17 of this complaint as though fully set forth herein.

19. Defendant Internet Brands, Inc. has refused to pay plaintiff Zango the amounts due and owing to Zango and Zango is entitled to judgment against defendant for the same.

20. Zango has been damaged by defendant's breaches of contract/failures to pay in an amount to be proven at trial, but in any event, no less than $419,827.26, plus interest, plus attorneys' fees.

Second Cause of Action: Unjust Enrichment

21. Plaintiff re-alleges and incorporates paragraphs 1-20 of this complaint as though fully set forth herein.

22. Defendant's ending up with the Internet advertising delivered to it by Zango without making payment to Zango constitutes an unjust enrichment of defendant, for which Zango is entitled to compensation in an amount to be proven at trial, but in any event, no less than $419,827.26.

V. PRAYER FOR RELIEF

WHEREFORE, plaintiff Zango, Inc. requests judgment in its favor against defendant Internet Brands, Inc. as follows:

1. For damages in the amount of $419,827.26, plus interest;

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2. For its reasonable attorneys' fees incurred in connection with this proceeding;

3. For its costs and expenses incurred in connection with this proceeding;

4. For such other relief as this Court deems just and equitable under the circumstances.

DATED this Friday, April 06, 2007

HARRIS & MOURE, pllc

By ______________________

Daniel P. Harris, WSBA #16778
Charles P. Moure, WSBA # 23701
Attorneys for plaintiff Zango, Inc.

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EXHIBIT A

MetricsDirect™

A Division of 180solutions, Inc.

INSERTION ORDER

This Insertion Order is a confirmation of the contracted campaign through 180solutions, Inc. ("180solutions"). This campaign will be delivered in accordance with the terms and conditions set forth in this insertion order.

Advertiser:
Contact: Curt Cozadd
Address: 10567 Jefferson Blvd. Culver City CA 90232
Phone: 310-280-4345
Fax: 310-280-4991
Email Address: curt.cozadd@carsdirect.com

Billing Contact: John Daley
Phone Number: 310-280-4412
Email Address: john.daley@carsdirect.com
Payment is coming from: carsdirect.com

Publisher: 180solutions
Contact: Michelle Oglesbee
Address: 3600 136th Place SE
Phone Number: 425-279-1147
Fax Number: 425-279-1199
Email Address: michelleo@metricsdirect.com

Billing Contact: Tania Kollos
Phone Number: 425-279-1171
Email Address: taniak@180solutions.com

Advertiser/Campaign:
Advertiser understands and agrees that this Agreement is subject to the General Terms, and 180solutions agrees to be bound thereby. Neither party shall disclose any of the terms and conditions of this Agreement to any third party without the express written consent of the other party.

Advertiser:
Printed Name: Curtis C. Cozadd
Signature: [signature]
Date: 4/14/04

Publisher: 180solutions
Printed Name: Michelle Oglesbee
Signature: [signature]
Date: 4/13/2004

General Terms:

1. **Payment:** MetricsDirect/180solutions will extend carsdirect.com credit on this campaign, but will invoice them at the end of the month in which the campaign runs. MetricsDirect/180solutions will need to be paid Net 30 days after the campaign is run.
2. **Price:** MetricsDirect/180solutions will charge carsdirect.com a combination of prices based on a cost per visitor model.
3. **Total Cost:** Open
4. **Cancellation:** Either party may cancel this agreement within 24 hours; it is up to the advertiser to contact MetricsDirect/180solutions if this is what they choose.

MetricsDirect contact: Michelle Oglesbee
Email: michelleo@metricsdirect.com
Phone: 425-279-1147
Fax: 425-279-1199

EXHIBIT B

INSERTION ORDER

This Insertion Order (the "IO") is a confirmation of the contracted campaign through 180technologies LLC d/b/a MetricsDirect ("MetricsDirect"). This campaign will be delivered in accordance with the terms and conditions set forth below.

Campaign Name and Description: carsdirect.com, a division of Internet Brands

Advertiser Information
Company Name: Internet Brands, Inc.
Contact Name: David Azzarello
Address: 909 N. Sepulveda BLVD 11th Floor, ______
Phone: 310-280-4341
Fax: 310-2804925
Email Address: david.azzarello@carsdirect.com

Billing Contact:
Phone Number:
Email Address:

Publisher Information
Company Name: MetricsDirect
Contact Name: Stacy Swanson
Address: 3600 136th PL SE, Bellevue, WA 98006
Phone Number: **425-279-1334**
Fax Number: 425-279-1199
Email Address: sswanson@metricsdirect.com
Sales Department: Major Accounts
Billing Contact: Erin Yoshina
Phone Number: 425-279-1228
Email Address: eriny@180solutions.com

Advertiser and Publisher (the "Parties") understand and agree that this IO is subject to the General Terms set forth on this page and the MetricsDirect Terms and Conditions (the "MetricsDirect T&Cs") located at http://www.metricsdirect.com/Help/index.html?termsandconditions.htm, and the Parties agree to be bound thereby. Neither Party shall disclose any of the terms and conditions of this IO or the MetricsDirect T&Cs to any third party without the express written consent of the other Party.

Advertiser:
Internet Brands
(Print Advertiser Name above)
Signature: [signature]
Printed Name and Title: Chuck Hoover, SVP
Date: 5/31/06

Publisher:
MetricsDirect
Signature: [signature]
~~Mark Ippolito, VP of Sales~~ Tom Stapley
Date: 6.6.06

General Terms:

1. **Payment Terms:** Payment is due net 30 days from the end of the month in which the campaign ran.
2. **Units Being Purchased (CPA or CPV, describe):** Cost Per View
3. **Cost Per Unit:** ______.012 including a geo-targeting charge of .01 for a total of .022
4. **Total Estimated Cost:** open
5. **Cancellation:** either party may cancel upon 24 hour advanced written notice to the other party (including email to a valid email address of the other party).
6. **Start Date:** ____________
7. **End Date:** until cancelled according to the terms of this IO.
8. **Other Terms:***(see footnote) **The above-referenced MetricsDirect T&C's are hereby amended as follows:**
   a. Section 13 "Limitation of Liability" is hereby revised to read as follows (underlined text added, strikethrough text removed):

      13.a. Except for the indemnification as set forth in Section 13.b herein, any liability of MetricsDirect, its information providers, licensors, licensees, officers, directors, employees, agents, consultants, entities within the MetricsDirect advertising system, attorneys or contractors, including, without limitation, any liability for damages caused or allegedly caused by any failure of performance, error, omission, interruption, deletion, defect, failure of delivery of merchandise, delay in operation or transmission, computer virus, communications line failure, theft or destruction or unauthorized access to, alteration of, or unlawful use of records, whether for breach of contract, tortuous behavior, negligence, or under any other cause of action, shall be strictly limited to the amount already paid by you to MetricsDirect for placement of target listings in the prior six month period. ~~In no event shall MetricsDirect, its Information providers, licensors, licensees, officers, directors, employees, entities within the MetricsDirect advertising system, agents, consultants, attorneys or contractors, be liable for any indirect, special, incidental, or consequential damages, arising out of this agreement, the use or inability to use the MetricsDirect advertising system and/or the sites linked to from the MetricsDirect advertising system or for any breach of warranty. Some states do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above limitation or exclusion may not apply to you.~~ You agree that you will not hold MetricsDirect responsible for the selection or retention of, or any acts, errors, or omissions by, any third party in connection with the MetricsDirect advertising system and/or sites linked to from the MetricsDirect advertising system, including, without limitation, those with whom MetricsDirect contracts to operate various portions of the MetricsDirect advertising system and those to whom MetricsDirect provides links to for content, advertising or any other type of data or information. Without limiting the foregoing, MetricsDirect shall have no liability hereunder by reason of any failure or delay in the performance of its obligations on account of strikes, shortages, riots, acts of terrorism, insurrection, fires, flood, storm, explosions, earthquakes, Internet outages, computer virus, acts of God, war, governmental action, or any other cause that is beyond MetricsDirect reasonable control.

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* *Requires* Accounting pre-approval if Other Terms are new or changed from prior Insertion Order.

b. The following two sections are hereby added in their entirety:

13.b. MetricsDirect agrees to defend, indemnify and hold you, your independent contractors, service providers and consultants, and their respective directors, employees and agents, from and against any third party claims, damages, loss, liability, costs and expenses, including reasonable attorneys fees (collectively "Losses") from any claim by a third party relating to MetricsDirect's violation or claimed violation of a third party's rights under any federal or state laws or regulations arising out of the products or services provided by MetricsDirect, except to the extent that any such claim resulted from the contents of advertising materials (including but not limited to creatives, websites, keywords, URLs, or other targeting mechanisms), chosen or provided by you that are found to be in violation of any federal or state laws or regulations. If any claim is made against you to which this section applies, you will promptly notify MetricsDirect of such claim and will provide reasonable cooperation to MetricsDirect in connection with the defense or settlement of such claim. You agree that MetricsDirect will have control over the defense and settlement of any claim to which this section applies, provided however that MetricsDirect will not settle a claim in any manner that adversely affects you without your prior written consent.

13.c. In no event shall either party, its information providers, licensors, licensees, officers, directors, employees, entities within the MetricsDirect advertising system, agents, consultants, attorneys or contractors, be liable for any indirect, special, incidental, or consequential damages, arising out of this agreement. Some states do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above limitation or exclusion may not apply.

EXHIBIT C

Terms and Conditions

Previous Top

1. INTRODUCTION: MetricsDirect provides you access to our system (defined below) subject to your compliance with the terms and conditions below (the "Agreement"). Please read this Agreement carefully. By enrolling as an "Advertiser," you agree to be bound by these terms and conditions, including all payment terms (collectively, the "Agreement"). In this Agreement, "you" and "your" refers to the Advertiser. You agree that any of your agents, representatives, employees, or any person or entity acting on your behalf with respect to the use of the MetricsDirect advertising system, shall be bound by, and shall abide by, the terms and conditions in this Agreement. You further agree that you are bound by these terms and conditions whether you or your principal are acting on your own behalf or on behalf of a third party, including another advertiser.

2. USE: For purposes of this Agreement, the "MetricsDirect advertising system" is the process by which an Advertiser selects "Targets" - including Target terms and targeted URLs - that when entered in any Internet browser by a "MetricsDirect User" (any individual who has installed the Zango Search Assistant or 180search Assistant provided by MetricsDirect) will initiate the launch of the Advertiser's Web site or desired link in a separate browser window on the MetricsDirect User's computer screen. The MetricsDirect advertising system takes the ongoing results of the bids for Target placement and presents the highest available bidder's site to the MetricsDirect User. MetricsDirect does not guarantee that your Target listings will be available through any part of the MetricsDirect advertising system, and you understand that MetricsDirect reserves the right to not place your Target listing, and/or discontinue to place your Target listings within the MetricsDirect advertising system. You additionally understand that visits triggered by Targets include visits on the Target terms that you have selected as well as certain misspellings, singular/plural combinations, and other related terms or URLs that include your Target.

3. PAYMENT: You agree to pay MetricsDirect all applicable charges to your account in United States dollars, in accordance with the terms of the program and/or payment plan you selected, including, if any, all applicable taxes, in accordance with billing terms in effect at the time the fee becomes payable. You understand and agree that, in addition to any service fee, you will be charged for all visits on your Target listings and that such charges will be based on the number of visits on all your Target listings, multiplied by the cost per view (CPV) or cost of each of your Target listings, which shall be computed according to MetricsDirect advertising system rules. If you have chosen a payment plan that provides for a fixed maximum payment per month, you understand and agree that if your Visit Charges equal or exceed your monthly maximum payment, then your Target listings will be removed from the MetricsDirect advertising system for the remainder of that month. You may pay MetricsDirect only via credit card (Visa, MasterCard or American Express). You agree and represent that all information you provide for the purpose of enrolling as an Advertiser will be accurate, complete and current. Your right to access your account with MetricsDirect is subject to any limits established by MetricsDirect. If payment cannot be charged to your credit/charge/debit card, for whatever reason, or if there is a chargeback for any reason, or if your financial institution rejects our credit card charge, or if you exceed your monthly maximum payment, MetricsDirect reserves the right to either suspend or terminate your account with MetricsDirect. Suspension or termination includes but is not limited to, removal of your Target listings from the MetricsDirect advertising system. You must submit any claims or disputes you may have with respect to any charge to your account in writing to MetricsDirect within 60 days of such charge otherwise such claim or dispute will be waived and such charge will be final and not subject to challenge. In the event of any failure by you to make payment, you will be responsible for all reasonable expenses (including attorneys' fees) incurred by MetricsDirect in collecting such amounts.

4. ACCESS: For purposes of this Agreement, all Web pages that MetricsDirect owns, operates or hosts are referred to herein as the "MetricsDirect Web Site." You are authorized to access the MetricsDirect Web Site solely to manage your advertising account(s). You agree that you will not use the site or any content therein for any other purpose and that you will not disseminate or distribute any of pricing or performance information. Your right to access your account with MetricsDirect is personal to you and non-assignable and is subject to any limits established by MetricsDirect. You agree that you will not use any automated means, including, without limitation, agents, robots, scripts, or spiders, to access your account with MetricsDirect or to monitor or copy MetricsDirect Web Site or the content contained therein except those automated means expressly made available by MetricsDirect, if any, or authorized in advance and in writing by MetricsDirect (for example, MetricsDirect approved third party tools and services).

5. MINIMUM BID: Your listings in the MetricsDirect advertising system are subject to MetricsDirect current minimum bid and minimum cost requirements.

6. AUTOMATIC DEDUCTION: If you enroll in the Automatic Deduction Plan, then you authorize MetricsDirect to automatically charge your credit card for the amount specified on the enrollment form whenever your account has less than $10.00 of funds left. You understand that you will receive e-mail notification after each transaction to notify you that your account has been replenished. Such charges will appear on your monthly credit card statement. MetricsDirect reserves the right to terminate this payment plan and/or your participation therein at any time. You also understand that at any time, you may elect to discontinue your enrollment in this plan by modifying your selection and billing option within the System. Unless you discontinue your enrollment in this plan, you understand that this authorization is valid until the termination of this Agreement or until your credit card expires.

7. MONTHLY FIXED PAYMENTS: If you enroll in the Monthly Fixed Payments Plan, then you authorize MetricsDirect to automatically charge your credit card each month up to the maximum amount specified on the enrollment form. You agree that the amount charged to your credit card will be equivalent to your monthly budget less any credits remaining from the prior month. You understand that you will receive e-mail notification from MetricsDirect at the beginning of each month to notify you of the amount your credit card has been charged to replenish your account. Such charges will appear on your monthly credit card statement. You understand that your MetricsDirect account may be suspended for the remainder of the month in which your account exceeds your budget amount. MetricsDirect reserves the right to terminate this payment plan and/or your participation therein at any time. You also understand that at any time, you may elect to discontinue your enrollment in this plan by modifying your selection and billing option within the System. Unless you discontinue your enrollment in this plan, you understand that this authorization is valid until the termination of this Agreement or until your credit card expires.

8. ADVERTISER'S RESPONSIBILITIES. You are responsible for understanding the process and workings of the MetricsDirect advertising system. You are solely responsible for the selection of all "Targets" (any keyword, URL, category, and other targeting mechanism), and for the content of your ads, including URL links. MetricsDirect is not responsible for anything regarding your Web site(s) including, but not limited to, maintenance of your Web site(s), order entry, customer service, payment processing, shipping, cancellations or returns. You represent and warrant that all information and content in the Target listing itself or through the Web site to which the Target listing links, (i) does not violate any law or regulation; (ii) does not infringe in any manner any copyright, patent, trademark, trade secret or other intellectual property right of any third party; (iii) does not breach any duty toward or rights of any person or entity including, without limitation, rights of publicity or privacy, and has not otherwise resulted in any consumer fraud, product liability, tort, breach of contract, injury, damage or harm of any kind to any person or entity; (iv) is not false or misleading; and/or (v) is neither defamatory, libelous, offensive, slanderous or threatening.

Accepting MetricsDirect Suggestions: MetricsDirect reserves the right to suggest, refuse, reject or remove any Target listing at its discretion at any time. MetricsDirect also reserves the right to make minor edits to keywords to ensure proper technological functioning. From time to time, (or as part of a particular program) MetricsDirect may provide suggestions to you for Target terms for any other element of a Target listing but the final decision to authorize any suggestion is yours. Ideas provided by MetricsDirect are only suggestions and you are under absolutely no obligation to use such suggestions. By using a Target term that may have been suggested by MetricsDirect, you acknowledge that such Target term is in compliance with the Advertiser Submissions Section above and with this Agreement. MetricsDirect reserves the right to terminate or suspend the account of any advertiser that may violate any of the terms in this Agreement.

9. CONFIDENTIALITY: "Confidential Information" means any information disclosed to you by MetricsDirect, either directly or indirectly, in writing, orally or by inspection of tangible objects, other than information that you can establish (i) was publicly known and made generally available in the public domain prior to the time of disclosure to you by MetricsDirect; (ii) becomes publicly known and made generally available after disclosure to you by MetricsDirect other than through your action or inaction; or (iii) is in your possession, without confidentiality restrictions, at the time of disclosure by MetricsDirect as shown by your files and records immediately prior to the time of disclosure. You shall not at any time (a) disclose, sell, license, transfer or otherwise make available to any person or entity any Confidential Information, (b) use any Confidential Information, or (c) reproduce or otherwise copy any Confidential Information, except as necessary in connection with the purpose for which such Confidential Information is disclosed to you or as required by applicable law. You agree to take all reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information. All Confidential Information shall at all times remain MetricsDirect personal property and all documents, electronic media and other tangible items containing or relating to any Confidential Information shall be delivered to MetricsDirect immediately upon MetricsDirect request.

10. REPRESENTATIONS AND WARRANTIES: You represent and warrant that you have sufficient authority to enter into this Agreement. You represent and warrant that each of your Target listings meets the standards and requirements of the Advertiser Responsibilities section above.

11. INDEMNIFICATION: You hereby agree to indemnify and hold harmless MetricsDirect, its information providers, licensors, licensees, consultants, contractors, agents, officers, directors, attorneys and employees from any and all liabilities, costs and expenses, including, without limitation, reasonable attorneys' fees, that may arise from (i) your use of the MetricsDirect advertising system or other MetricsDirect Web sites and/or your Web site (ii) any third party allegation or claim that the any information or content in the Target listing itself or through the Web site to which the Target listing links infringes upon or misappropriates any copyright, patent, trademark, trade secret or other intellectual property right of any third party, (iii) any breach of confidentiality obligations of this Agreement, or (iv) and/or your breach of the terms of this Agreement, including, without limitation, the breach of any representation or warranty. You agree to be solely responsible for defending any claim, subject to MetricsDirect right to participate with counsel of its own choosing, and for payment of damages or losses resulting from the foregoing to both a third party and MetricsDirect, provided that you will not agree to any settlement that imposes any obligation or liability MetricsDirect without MetricsDirect prior written consent.

12. WARRANTY DISCLAIMER: You expressly agree that your use of the MetricsDirect advertising system is at your own risk. The MetricsDirect advertising system is available on an "as is" basis, without warranty of any kind, express or implied. Neither MetricsDirect nor any of its information providers, licensors, licensees, employees, agents, attorneys, consultants or contractors, or entities within the MetricsDirect advertising system makes any warranty or representation whatsoever regarding the MetricsDirect advertising system, the success of your target listing as measured in any way, any information, services or products provided or available through or in connection with MetricsDirect and/or the MetricsDirect advertising system or any results obtained through the use thereof. MetricsDirect hereby disclaims on behalf of itself and all information providers, licensors, licensees, contractors, consultants, agents, entities within the MetricsDirect advertising system, officers, directors, attorneys and/or employees of it any and all warranties including, without limitation (1) any warranties as to the availability, accuracy or content of the MetricsDirect advertising system and/ or information, products or services available through the MetricsDirect advertising system; and (2) any warranties of title or warranties of merchantability or fitness for a particular purpose. Some states do not allow the exclusion of implied warranties, so the above exclusion may not apply to you. This limited warranty gives you specific legal rights, and you may also have other rights, which vary from state to state.

13. LIMITATION OF LIABILITY: Any liability of MetricsDirect, its information providers, licensors, licensees, officers, directors, employees, agents, consultants, entities within the MetricsDirect advertising system, attorneys or contractors, including, without limitation, any liability for damages caused or allegedly caused by any failure of performance, error, omission, interruption, deletion, defect, failure of delivery of merchandise, delay in operation or transmission, computer virus, communications line failure, theft or destruction or unauthorized access to, alteration of, or unlawful use of records, whether for breach of contract, tortuous behavior, negligence, or under any other cause of action, shall be strictly limited to the amount already paid by you to MetricsDirect for placement of target listings in the prior six month period. In no event shall MetricsDirect, its information providers, licensors, licensees, officers, directors, employees, entities within the MetricsDirect advertising system, agents, consultants, attorneys or contractors, be liable for any indirect, special, incidental, or consequential damages, arising out of this agreement, the use or inability to use the MetricsDirect advertising system and/or the sites linked to from the MetricsDirect advertising system or for any breach of warranty. Some states do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above limitation or exclusion may not apply to you. You agree that you will not hold MetricsDirect responsible for the selection or retention of, or any acts, errors, or omissions by, any third party in connection with the MetricsDirect advertising system and/or sites linked to from the MetricsDirect advertising system, including, without limitation, those with whom MetricsDirect contracts to operate various portions of the MetricsDirect advertising system and those to whom MetricsDirect provides links to for content, advertising or any other type of data or information. Without limiting the foregoing, MetricsDirect shall have no liability hereunder by reason of any failure or delay in the performance of its obligations on account of strikes, shortages, riots, acts of terrorism, insurrection, fires, flood, storm, explosions, earthquakes, Internet outages, computer virus, acts of God, war, governmental action, or any other cause that is beyond MetricsDirect reasonable control.

14. CANCELLATION OR TERMINATION: If you are dissatisfied with the MetricsDirect advertising system or with any of the terms and conditions contained herein, your sole and exclusive remedy is to terminate your account. You may cancel your participation in the MetricsDirect advertising system at any time by logging into System and canceling your account. Notwithstanding anything contained in this Agreement to the contrary, MetricsDirect may, in its sole discretion, terminate your account, and discontinue your participation in the MetricsDirect advertising system or your use of any Target term or any Target listing. Reasons for MetricsDirect determination to so terminate or discontinue your account or participation as provided for above include, but are not limited to, if MetricsDirect believes that you or your principal violated this Agreement or other policies or guidelines of MetricsDirect or of a third party product or other members of the MetricsDirect advertising system that uses, licenses or distributes the MetricsDirect advertising system, or if MetricsDirect believes your conduct may be harmful to other consumers, advertisers or licensees who participate in (or offer to its users) the MetricsDirect advertising system. All decisions made by MetricsDirect in this matter will be final and neither MetricsDirect nor its licensees (or distributors) shall have any liability with respect to such decisions. IMPORTANT: CANCELLATION OR TERMINATION MAY NOT ALWAYS ENTITLE YOU TO A REFUND. PLEASE SEE THE SECTION ENTITLED "REFUNDS" FOR MORE INFORMATION. Sections 3, 4, 10, 11, 12, 13, 14, 15, 16, 17, 18 and 19 shall survive any termination of this Agreement.

15. REFUNDS: If MetricsDirect terminates your account MetricsDirect will give you electronic notice of such termination and your account will be deemed terminated when MetricsDirect sends such notice. If you decide to terminate your account, and you provide notice to MetricsDirect, your account will be deemed terminated when MetricsDirect receives such notice. You will only receive a refund for amounts not yet charged to your account. You will not receive a refund for any Visits already provided to you. PLEASE SEE THE SECTION ENTITLED "PAYMENT" FOR MORE INFORMATION.

17. NOTICES: MetricsDirect may give general notices to you by posting on the MetricsDirect advertising system or www.MetricsDirect.com or any one of MetricsDirect Web sites or, if possible, by electronic mail to the e-mail address provided by you to MetricsDirect. It is your responsibility to ensure that your e-mail address and any other contact information you provide to MetricsDirect is updated and correct.

18. CHOICE OF LAW: This Agreement shall be construed and controlled by the laws of the State of Washington. Any dispute arising from this Agreement, including, without limitation, a breach of this Agreement, shall be governed by the laws of the State of Washington, without regard to its conflict of laws principles. You agree to submit to the exclusive jurisdiction of the state and federal courts located in Seattle, Washington. Any claim against MetricsDirect arising from this Agreement shall be adjudicated on an individual basis, and shall not be consolidated in any proceeding with any claim or controversy of any other party.

19. OTHER: This Agreement constitutes the entire Agreement between the parties with respect to the subject matter contained herein and supersedes all previous and contemporaneous agreements, proposals and communications, written or oral, between you and MetricsDirect. Only a written instrument executed by the party waiving compliance may waive the terms or covenants of this Agreement. If any provision of this Agreement is held or made invalid or unenforceable for any reason, such invalidity shall not affect the remainder of this Agreement, and the invalid or unenforceable provisions shall be replaced by a mutually acceptable provision, which being valid, legal and enforceable comes closest to the original intentions of the parties hereto and has like economic effect. This Agreement is not intended to benefit, nor shall it be deemed to give rise to, any rights in any third party, except as specifically set forth in this Agreement. MetricsDirect may change this Agreement at any time upon notice published on the MetricsDirect advertising system or any one of MetricsDirect's Web sites or by e-mail notification to you. Any use of the MetricsDirect advertising system or any of MetricsDirect's sites after such notice shall be deemed to be continued acceptance of this Agreement including its amendments and modifications. MetricsDirect reserves the right to discontinue offering the MetricsDirect advertising system at any time.

EXHIBIT D

MetricsDirect

Invoice Number	065993
Date	4/30/2006
Page	1

3600 136th Place SE
Bellevue WA 98006

Bill To:

CarsDirect.com
909N Sepulveda Blvd
11th Floor
El Segundo CA 90245

Ship To:

CarsDirect.com
909N Sepulveda Blvd
11th Floor
El Segundo CA 90245

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
CARSDIRECT.COM 2 (1	003719	98		Net 30	4/30/2006	85,672

Ordered	Shipped	B/O	Item Number	Description	Discount	Unit Price	Ext. Price
1	1	0	500040001	CarsDirect.com 2 (13	US$0.00	IS$49,322.50	US$49,322.50

Subtotal	US$49,322.50
Misc	US$0.00
Tax	US$0.00
Freight	US$0.00
Trade Discount	US$0.00
Total	US$49,322.50

MetricsDirect

3600 136th Place SE
Bellevue WA 98006

[illegible]	065994
Date	4/30/2006
Page	1

Bill To:

CarsDirect.com
909N Sepulveda Blvd
11th Floor
El Segundo CA 90245

Ship To:

CarsDirect.com
909N Sepulveda Blvd
11th Floor
El Segundo CA 90245

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
AUTOS COM (6019)	003719	98		Net 30	4/30/2006	85,673

Ordered	Shipped	B/O	Item Number	Description	Discount	Unit Price	Extended
1	1	0	500040001	Autos.com (6019)	US$0 00	IS$18,302.74	US$18,302.74

Subtotal	US$18,302.74
Misc	US$0.00
Tax	US$0.00
Freight	US$0.00
Trade Discount	US$0.00
Total	US$18,302.74

MetricsDirect

Invoice #	065995
Date	4/30/2006
Page	1

3600 136th Place SE
Bellevue WA 98006

Bill To:

CarsDirect.com
909N Sepulveda Blvd
11th Floor
El Segundo CA 90245

Ship To:

CarsDirect.com
909N Sepulveda Blvd
11th Floor
El Segundo CA 90245

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
CARSDIRECT.COM (37	003719	98		Net 30	4/30/2006	85,674

Ordered	Shipped	B/O	Item Number	Description	Discount	Unit Price	Ext. Price
1	1	0	500040001	CarsDirect.com (3719	US$0.00	IS$18,007 78	US$18,007.78

Subtotal	US$18,007.78
Misc	US$0.00
Tax	US$0.00
Freight	US$0.00
Trade Discount	US$0.00
Total	US$18,007.78

MetricsDirect

3600 136th Place SE
Bellevue WA 98006

Invoice Number	066207
Date	5/31/2006
Page	1

Bill To:

CarsDirect.com
909N Sepulveda Blvd
11th Floor
El Segundo CA 90245

Ship To:

CarsDirect.com
909N Sepulveda Blvd
11th Floor
El Segundo CA 90245

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
CARSDIRECT.COM (37	003719	98		Net 30	5/31/2006	86,220

Ordered	Shipped	B/O	Item Number	Description	Discount	Unit Price	Ext. Price
1	1	0	500040001	CarsDirect.com (3719)	US$0.00	IS$17,787.74	US$17,787.74

Subtotal	US$17,787.74
Misc	US$0.00
Tax	US$0.00
Freight	US$0.00
Trade Discount	US$0.00
Total	US$17,787.74

MetricsDirect

3600 136th Place SE
Bellevue WA 98006

[illegible]	066237
[illegible]	5/31/2006
[illegible]	1

Bill To:

CarsDirect.com
909N Sepulveda Blvd
11th Floor
El Segundo CA 90245

Ship To:

CarsDirect.com
909N Sepulveda Blvd
11th Floor
El Segundo CA 90245

[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
CARSDIRECT.COM 2 (1	003719	98		Net 30	5/31/2006	86,250

[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	Discount	[illegible]	[illegible]
1	1	0	500040001	CarsDirect.com 2 (13	US$0.00	IS$61,338 78	US$61,338.78

[illegible]	US$61,338.78
[illegible]	US$0.00
[illegible]	US$0.00
[illegible]	US$0.00
[illegible]	US$0.00
[illegible]	US$61,338.78

MetricsDirect

3600 136th Place SE
Bellevue WA 98006

Invoice	066238
Date	5/31/2006
Page	1

Bill To:

CarsDirect.com
909N Sepulveda Blvd
11th Floor
El Segundo CA 90245

Ship To:

CarsDirect.com
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11th Floor
El Segundo CA 90245

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
AUTOS.COM (6019)	003719	98		Net 30	5/31/2006	86,251

Ordered	Shipped	B/O	Item Number	Description	Discount	Unit Price	Ext. Price
1	1	0	500040001	Autos com (6019)	US$0.00	IS$28,460.12	US$28,460.12

Subtotal	US$28,460.12
Misc	US$0.00
Tax	US$0.00
Freight	US$0.00
Trade Discount	US$0.00
Total	US$28,460.12

MetricsDirect

3600 136th Place SE
Bellevue WA 98006

Invoice [illegible]	068419
Date	6/30/2006
Page	1

Bill To:

CarsDirect.com
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11th Floor
El Segundo CA 90245

Ship To:

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11th Floor
El Segundo CA 90245

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
CARSDIRECT.COM 2 (1	003719	98		Net 30	6/30/2006	88,785

Ordered	Shipped	B/O	Item Number	Description	Discount	Unit Price	Ext. Price
1	1	0	500040001	CarsDirect.com 2 (13752)	US$0.00	IS$45,184.42	US$45,184.42
1	1	0	500040001	Autos.com (6019)	US$0.00	IS$25,546.59	US$25,546 59
1	1	0	500040001	CarsDirect com (3719)	US$0.00	US$156.55	US$156.55

Subtotal	US$70,887.56
Misc	US$0.00
Tax	US$0.00
Freight	US$0.00
Trade Discount	US$0.00
Total	US$70,887.56

MetricsDirect

3600 136th Place SE
Bellevue WA 98006

Invoice No.	069903
Date	7/31/2006
Page	1

Bill To:

CarsDirect.com
909N Sepulveda Blvd
11th Floor
El Segundo CA 90245

Ship To:

CarsDirect.com
909N Sepulveda Blvd
11th Floor
El Segundo CA 90245

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
CARSDIRECT.COM 2 (1	003719	98		Net 30	7/31/2006	90,645

Ordered	Shipped	B/O	Item Number	Description	Discount	Unit Price	Ext. Price
1	1	0	500040001	CarsDirect.com 2 (13	US$0.00	!S$52,755 10	US$52,755.10

Subtotal	US$52,755.10
Misc	US$0.00
[illegible]	US$0.00
Freight	US$0.00
Trade Discount	US$0.00
Total	US$52,755.10

MetricsDirect

3600 136th Place SE
Bellevue WA 98006

Invoice	069904
Date	7/31/2006
Page	1

Bill To:

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11th Floor
El Segundo CA 90245

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El Segundo CA 90245

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
AUTOS.COM (6019)	003719	98		Net 30	7/31/2006	90,646

Ordered	Shipped	B/O	Item Number	Description	Discount	Unit Price	Ext. Price
1	1	0	500040001	Autos.com (6019)	US$0.00	IS$27,914.64	US$27,914.64

Subtotal	US$27,914.64
Misc	US$0.00
Tax	US$0.00
Freight	US$0.00
Trade Discount	US$0.00
Total	US$27,914.64

zango

Zango, Inc.
3600 136th Place SE
Bellevue WA 98006

Invoice	071144
Date	8/31/2006
Page	1

Bill To:

CarsDirect.com
909N Sepulveda Blvd
11th Floor
El Segundo CA 90245

Ship To:

CarsDirect.com
909N Sepulveda Blvd
11th Floor
El Segundo CA 90245

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
CARSDIRECT.COM 2 (1	003719	98		Net 30	8/31/2006	92,266

Ordered	Shipped	B/O	Item Number	Description	Discount	Unit Price	Ext. Price
1	1	0	500040001	CarsDirect.com 2 (13	US$ 0.00	S$ 46,692.81	JS$ 46,692.81

Subtotal	US$ 46,692.81
Misc	US$ 0.00
Tax	US$ 0.00
Freight	US$ 0.00
Trade Discount	US$ 0.00
Total	US$ 46,692.81

zango

Invoice	071145
Date	8/31/2006
Page	1

Zango, Inc.
3600 136th Place SE
Bellevue WA 98006

Bill To:

CarsDirect.com
909N Sepulveda Blvd
11th Floor
El Segundo CA 90245

Ship To:

CarsDirect.com
909N Sepulveda Blvd
11th Floor
El Segundo CA 90245

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
AUTOS.COM (6019)	003719	98		Net 30	8/31/2006	92,267

Ordered	Shipped	B/O	Item Number	Description	Discount	Unit Price	Ext. Price
1	1	0	500040001	Autos.com (6019)	US$ 0.00	S$ 28,357.49	JS$ 28,357.49

Subtotal	US$ 28,357.49
Misc	US$ 0.00
Tax	US$ 0.00
Freight	US$ 0.00
Trade Discount	US$ 0.00
Total	US$ 28,357.49